REQUEST F	OR QUOTA NOT an Order)	TION	This RFQ 🖾 is 📋	is not a small	business set-as	side			Page	1 OI 31
1. Request No.		te Issued	3. Requisition/Purchas	e Request No.	4. (Cert For Nat D	ef. Under BDS	SA N	Ratin	g
DAAE20-00-T-0368	3 20	00SEP08	See Sci	hedule	F	Reg. 2 and/or D				DOA5
5A. Issued By	-		W52H09			6. Deliver by				
TACOM-ROCK ISLAN AMSTA-LC-CAW-A	ND		W321103				See So	chedule		
ROCK ISLAND IL	61299-7630					7. Delivery				
						□ FOB		X Ot	hon	
						Destination	on	<u> </u>	1101	
			no.) (No collect calls)							
VICKIE BUZZELL EMAIL: BUZZELLV®		09) 782-46	50							
8. To: Name and Ad		Zip Code				9. Destination	n (Consignee a	and addr	ess, in	cluding
	, .	, .				Zip Code)	` 8		,	8
							See So	chedule		
10. Please Furnish	~		NT: This is a request fo							
the Issuing Office in or Before Close of B		-	cate on this form and re osts incurred in the prep				-			
(Date)			re of domestic origin unl			_				
	-00	to this Req	uest for Quotation must	be completed b	by the quoter.					
		1	1. Schedule (Include app	licable Federa	l, State, and lo	cal taxes)				
Item Number		Supplie	s/Services	Q	uantity	Unit	Unit Pr	rice		Amount
(a)		((b)		(c)	(d)	(e)			(f)
		(See S	chedule)							
		(500 5	encuare)							
12. Discount For Pro	omnt Payment	1	a. 10 Calendar Days	h 20 Cel	lendar Days	c 30 Cold	endar Davs	А	Calan	dar Davs
12. Discount For Tre	ompt i ayment		a. 10 Calcillar Days	0. 20 Cal	ciluai Days %	c. 50 Care	muai Days %	Num		Percentage
Nome : The state of the state o				1			. •			
NOTE: Additional 13. Name and Address	•			attached.	of Porson Au	thorized to Sig	n	15. Date	of Or	otation
Zip Code)	ess of Quoter (Si	irect, enty, c	Jounty, State and	Quotation		morized to sig		13. Dau	or Qu	iotation
						16. S	igner			
				a. Name (Typ	pe or Print)				o. Tele	phone
								Area Co	ode	
				c. Title (Type	e or Print)			Number	r	
AUTHORIZED EO	D. C. C. L. DED	D O D VI OMVO				g,	1 17 10	(D. 0.1		

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Name of Offeror or Contractor:

SUPPLEMENTAL	TATEODMATETON
SOPPLEMENTAL	

<u>Regulatory Cite</u>	Title	Date

1 HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES

JUL/1993

- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for approporate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

2 52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN

NOV/1995

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
 - b. If you think that this solicitation:
 - 1. has inappropriate requirements; or
 - 2. needs streamlining; or
 - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI AMSTA-CM-CR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3223

Electronic Mail Address: AMSTA-CM-CR@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
 - (1) TACOM-RI solicitation number;
 - (2) Name of PCO;
 - (3) Problem description;
 - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

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or	:
	or

3 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S) JUN/1998

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

4 52.211-4506 INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL DEC/1997
TACOM-RI SPECIFICATIONS AND STANDARDS

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITAR	RY/FEDERAL	LOCATION OF	FACILITY	ACO
		SPEC/STANDARD	REQUIREMENT	Г	

- (c) An offeror proposing to use an SPI process under this soliciltation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.
- (d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.
 - (e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:
- (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.
- (2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.
- (f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN	 PRICE	\$
CLIN	 PRICE	\$
CLIN	 PRICE	\$
CT.TN	DRICE	¢

(End of clause)

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Name of Offeror or Contractor:

5 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED

APR/1999

- 1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at http://www.acq.osd.mil/pcipt/). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.
- 2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see http://aais.ria.army.mil/aais/SOLINFO/index.htm).
- 3. <u>IMPORTANT</u>: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.
- 4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI (TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI (TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

6 52.233-4503 TACOM-RI AMC-LEVEL PROTEST PROGRAM

JUN/1998

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed wihin the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Avenue Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680 Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

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7 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2

JUN/1998

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

- 1. Request your quote remain valid for 90 days.
- 2. Please provide your DUNS Number: _____
- 3. Please provide your CAGE or FSCM Code: _____

You are hereby notified that award will not be based on price alone, but on evaluation of price and past performance.

*** END OF NARRATIVE A 001 ***

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	Supplies or Services and Prices/Costs				
0001AA	PRODUCTION QUANTITY	20	EA	\$	\$
	NSN: 5935-01-207-9110 NOUN: CONNECTOR, PLUG, ELEC FSCM: 19206 PART NR: 12529567 SECURITY CLASS: Unclassified PRON: M101A358M1 PRON AMD: 01 AMS CD: 070011JEE62				
	Packaging and Marking Contractor's are directed to refer to Section D of this solicitation for Packaging and Marking requirements.				
	(End of narrative D001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H090238H671 W25GlU J 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 20 0072				
	FOB POINT: Destination SHIP TO: FREIGHT ADDRESS (W25G1U) TRANSPORTATION OFFICER NEW CUMBERLAND ARMY DEPOT ATTN: SDSNC-TT NEW CUMBERLAND PA 17070-5001				
0002	Supplies or Services and Prices/Costs				
	DATA ITEM			\$ ** NSP **	\$* ** NSP *
	NOUN: DD FORM 1423 SECURITY CLASS: Unclassified Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.				
	A DD 250 IS NOT REQUIRED.				

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Name of Offeror or Contractor:

TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B001)				
	Inspection and Acceptance				
	INSPECTION: Destination ACCEPTANCE: Destination				

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Name of Offeror or Contractor:

8 252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY DFARS

MAR/1998

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry-Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

None unless entered by the Contracting Officer at the time of award.

(BA6701)

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Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

9 52.210-4501

DRAWINGS/SPECIFICATION

MAR/1988

TACOM-RI

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with inclosed Technical Data Package Listing - TDPL 12529567 with revisions in effect as of 05 Jul 00 (except as follows):

SEE ATTACHMENT 002

(CS6100)

10 52.210-4501

PHOSPHATE COATING REQUIREMENT

MAR/2000

TACOM-RI

The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification MIL-DTL-16232G as called out on the drawings with a finish per paragraphs 5.3.1 and 5.3.2 of MIL-STD-171

- a. Paragraph 3.1 of MIL-DTL-16232G refers to "Preproduction Inspection". The appropriate address to which phosphate coating procedures should be sent by the contractor is Commander, Tank-automotive and Armaments Command Rock Island site, ATTN:

 AMSTA-LC-CAW-A, Rock Island, IL 61299-7630. The contract number must be cited on all phosphate coating procedures being submitted to TACOM-RI for review and approval. Procedures shall include product name and manufacturer of all chemicals to be used. All processes, equipment, and controls used for phosphating shall be described in detail.
- b. Paragraph 3.2.5-c of MIL-DTL-16232G refers to the "Chromic acid rinse, (Classes 1, 2, and 3)." The final rinse shall be checked by a standard free and total acid titration along with a pH reading prior to starting production and at least every 8 hours thereafter.
- c. Paragraph 4.7.3 of MIL-DTL-16232G refers to "Weight per unit area of phosphate coatings." The frequency for testing coating weight is every 8 hours.
- d. Paragraph 4.7.5 of MIL-DTL-16232G refers to "Accelerated corrosion resistance." Accelerated corrosion resistance shall be determined in accordance with 4.7.5.1. The frequency for testing accelerated corrosion resistance per ASTM B117 is every 8 hours.

(End of clause)

(CS6510)

11 52.210-4511 TACOM-RI STATEMENT OF WORK - OZONE DEPLETING CHEMICALS

MAR/1994

(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

- (2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, ''Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .
- (b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

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(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

12 52.248-4502 CONFIGURATION MANAGEMENT DATA INTERFACES

MAR/1999

The contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with Table DIP4-1 of MIL-STD-2549. The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs.

These documents shall be submitted on the WWW via the Engineering Changes At Light Speed (ECALS) Worldwide Web page and in accordance with the enclosed DD Form 1423, Contract Data Requirements Lists.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first, will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their own or other contracts.

(End of Clause)

(CS7108)

PACKAGING AND MARKING

13 52.211-4501 PACKAGING REQURIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)
TACOM-RI

FEB/2000

a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision C, Date 1 Oct 96 and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY Level of Packing: B

Quantity Per Unit Package: 001

SPI Number: P12529567, Rev. B, Dated 27 Jan 93

- b. Unitization Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.
- c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 May 97, including bar coding in accordance with ANSI/AIM-BC1, Uniform Symbology Specification Code 39.
- d. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in paragraph e below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor notifies the Administrative Contracting Officer.60 days prior to delivery. Any design changes or changes in the method of

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Name of Offeror or Contractor:

preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer and the Administrative Contracting Officer. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

e. SUPPLEMENTAL INSTRUCTIONS:

(End of clause)

(DS6411)

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

14 52.246-2 INSPECTION OF SUPPLIES - FIXED-PRICE AUG/1996

15 52.246-4025 HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT OCT/1997
TACOM-RI

- (a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention and (2) process control, providing adequate quality controls throughout all areas of contract performance.
- (b) Your quality system may be based on (1) international quality standards such as ISO 9003, or (2) military, or (3) commercial, or (4) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

() ISO 9001

() ISO 9002

() ISO 9003

() QS 9000

() ANSI/ASQ Q9001

() ANSI/ASQ Q9002

() ANSI/ASQ Q9003

() Other, specifically _____

NOTE: If you check the "other" block because you intend to use an in-house quality system, or one based on a commercial national or international standard not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "other", you must attach a description of this system to your offer in response to the solicitation, so we can assess its suitability. If you receive a contract award, your proposed quality system will be required by the contract.

- (c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.
 - (d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness

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in meeting contract requirements.

(End of Clause)

(ES7443)

DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

16 17	52.242-15 52.242-17	STOP-WORK ORDER GOVERNMENT DELAY OF WORK	AUG/1989 APR/1984
18	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
19	52.211-16	VARIATION IN QUANTITY	APR/1984

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
 - (b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

20 52.247-4531 COGNIZANT TRANSPORTATION OFFICER MAY/1993 TACOM-RI

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
 - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

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(End of Clause)

(FS7240)

⁽c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

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SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

- 21 52.246-4500 MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) MAY/2000 TACOM-RI
- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.
- (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are buzzellv@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-5094, ATTN: Vickie Buzzell and (309) 782-1338 (ATTN: Louise Kalal).
- (c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:
 - (1) The FMS/MAP copies may be submitted to: $${\rm N/A}$$

(End of Clause)

(HS6510)

22 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY

NOV/1995

- (a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer of sources of supplies it acquires.
 - (b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

	National	Commercial				
Line	Stock	Item	:	Source of Su	pply	Actual
Items	Number	(Y or N)	Company	Address	Part No.	Mfg
(1)	(2)	(3)	(4)	(4)	(5)	(6)

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list ''none.''

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١	Jama of	Offerer or	Contractor

nume of official of confucción
(3) Use ''Y'' if the item is a commercial item; otherwise, use ''N''. If ''Y'' is listed, the Offeror need not complete the remaining columns in the table.
(4) For items of supply, list all sources. For technical data, list the source.
(5) For items of supply, list each source's part number for the item.
(6) Use ''Y'' if the source of supply is the actual manufacturer; ''N'' if it is not; and ''U'' if unknown.
(End of clause)
NOTE:
a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).
b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of fine delivery of the applicable Contract Line Item.
(End of Clause)
(HA7705)
23 52.239-4500 YEAR 2000 (Y2K) COMPLIANCE TACOM-RI a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall by Year 2000 compliant upon delivery.
b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.
(End of clause)
(HS7506)
24 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993 TACOM-RI
The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in the section.
Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? _____ YES _____ NO

If YES, give name of rail carrier serving it: _____

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Name of Offeror or Contractor:

If NO, give name and address of nearest rail freight station and carrier serving it:
Rail Freight Station Name and Address:
Serving Carrier:
(End of Clause)

(HS7600)

CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

25	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
26	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
27	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
28	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
29	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
30	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
31	52.223-6	DRUG-FREE WORKPLACE	JAN/1997
32	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR	MAY/1999
		REGISTRATION	
33	52.243-1	CHANGES - FIXED PRICE	AUG/1987
34	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
35	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
	DFARS		
36	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS		
37	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
	DFARS		
38	252.225-7009	DUTY-FREE ENTRYQUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND	AUG/2000
	DFARS	COMPONENTS)	
39	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I	MAR/1998
	DFARS		
40	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	AUG/1998
	DFARS		
41	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
4.0	DFARS		/1001
42	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
43	DFARS 252.242-7000	POSTAWARD CONFERENCE	DEC/1991
43	DFARS	POSTAWARD CONFERENCE	DEC/1991
44	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
11	DFARS	FRICING OF CONTRACT MODIFICATIONS	DEC/1991
45	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
43	DFARS	MATERIAL INDESCITOR AND RECEIVING REPORT	DEC/1991
	211110		
46	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL	JUL/2000
= *		ITEMS)	22-, -200

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Name of Offeror or Contractor:

47 52.215-8

ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

48 52.227-1 AUTHORIZATION AND CONSENT

JUL/1995

- (a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.
- (b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

(IF7220)

49 52.245-9

USE AND CHARGES (DEVIATION)

APR/1984

(a) <u>Definitions</u>.

As used this clause -

<u>Acquisition cost</u> means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

<u>Real property</u> means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

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CONTINUATION SHEET	· ·

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Name of Offeror or Contractor:

(b) General.

- (1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental times in the formulae described in paragraph (c) of this clause.
- (2) The contractor shall not use government property for commercial purposes, including Independent research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.
- (c) Rental charge.
 - (1) Real property and associated fixtures.
- (1) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date date the appraisal was performed. The contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.
- (ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.
- (iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.
- (2) Other government property. the Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour -

Rental charge = (Rental Time in hours) (.02 per hour) (Acquisition cost)
720 hours per month

- (3) <u>Alternate methodology.</u> The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.
- (d) Rental payments.
- (1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.
- (2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the <u>Federal Register</u> semiannually on or about January 1st and July 1st) for the period in which the rent is due.
- (3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.
- (e) <u>Use revocation</u>. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.
- (f) <u>Unauthorized use.</u> The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

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(IF7121)

50 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

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Name of Offeror or Contractor:

LIST OF ATTACHMENTS

List of			Number
Addenda	Title	Date	of Pages Transmitted By
Attachment 001	DOCUMENT SUMMARY LIST		001
Attachment 002	CONTRACT C WORKSHEET		003
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL) DD FORM 1423	19-JUL-00	001

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at http://aais.ria.army.mil/aais/SOLINFO/index.htm. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of <u>Addenda</u>	<u>Title</u>	<u>Date</u>	Number of Pages
Attachment 1A	Instruction for Completed DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)

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Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

> http://www.arnet.gov/far/ www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.	
(KA7001)	
51 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER JUN/1999	
52 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS - ALTERNATE I & II NOV/1999 (a)(1) The standard industrial classification (SIC) code for this acquisition is 3643.	
(2) The small business size standard is 500.	
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.	or
(b) Representations. (1) The offeror represents as part of its offer that itis,is not a small business concern.	
(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that itis,is not a small disadvantaged business concern as defined in CFR 124.1002.	13
(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that itis,is not a women-owned small business concern.	
(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that -	
(i) itisis not	
a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and	
(ii) itisis not	
a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture:	ure
shall submit a separate signed copy of the HUBZone representation.	
(5) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:	

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American) persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan,

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Name of Offeror or Contractor:

China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kirbati, Tuvalu, or Naura).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) Definitions. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern-

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6011)

53 52.204-3 TAXPAYER IDENTIFICATION

OCT/1998

(a) Definitions.

"Common parent", as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors are required to submit the information required in paragraphs (d) through (f) of this solicitation provision to comply with debt collection requirements of 31 U.S.C 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR)4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
 - (d) Taxpayer Identification Number (TIN).

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Name of Offeror or Contractor:	
() TIN:	
() TIN has been applied for.	
() TIN is not required because:	
() Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effort	ectively
connected with the conduct of a trade or business in the United States and does not have an office or place of bu	siness or a
fiscal paying agent in the United States;	
() Offeror is an agency or instrumentality of a foreign government;	
() Offeror is an agency or instrumentality of the Federal Government.	
(e) Type of organization.	
() Sole proprietorship;	
() Partnership;	
() Corporate entity (not tax-exempt);	
() Government entity (Federal, State, or local);	
() Foreign government;	
() International organization per 26 CFR 1.6049-4;	
() Other	
(, other.	
(f) Common Parent	
(1) Common Farche.	
() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.	
() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.	
() November of the second second	
() Name and TIN of common parent:	
NAME:	
TIN:	
(End of provision)	
(KF7044)	
54 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES AUG/19	07
34 J2.2074 BOOKOMIC FORCIAGO QUANTITI SUFFEIED ROO/15	07
(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or	minter are
requested in this solicitation is (are) economically advantageous to the Government.	quotes are
requested in this softenation is (are, economically advantageous to the government).	
	d to recommend
(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited	
(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted fo	
	or applicable
an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are sign	or applicable
an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for	or applicable
an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are sign	or applicable
an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are signoreaks at different quantity points, this information is desired as well.	or applicable
an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are signoreaks at different quantity points, this information is desired as well.	or applicable
an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are signoreaks at different quantity points, this information is desired as well. OFFEROR RECOMMENDATIONS	or applicable nificant price
an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are signoreaks at different quantity points, this information is desired as well. OFFEROR RECOMMENDATIONS PRICE	or applicable nificant price
an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are signoreaks at different quantity points, this information is desired as well. OFFEROR RECOMMENDATIONS PRICE	or applicable nificant price
an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are signoreaks at different quantity points, this information is desired as well. OFFEROR RECOMMENDATIONS PRICE	or applicable nificant price
an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are signoreaks at different quantity points, this information is desired as well. OFFEROR RECOMMENDATIONS PRICE	or applicable nificant price

⁽c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and

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Name of Offeror or Contractor:

the Government's requ	irements indicate t	that different	quantities	should be	acquired.
-----------------------	---------------------	----------------	------------	-----------	-----------

(End of Provision)

(KF	70	03	1

55 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that -

- (a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It () has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of Provision)

(KF7057)

56 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that (a) it

- () has developed and has on file,
- () has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it

() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

(KF7020)

57 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE SEP/1999
DEARS

(a) Definitions.

''Domestic end product,'' ''qualifying country,'' ''qualifying country end product,'' and ''nonqualifying country end product'' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

- (b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonnqualifying country end products.
 - (c) Certifications.
 - (1) The Offeror certifies that--
 - (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
 - (2) The Offeror certifies that the following end products are qualifying country end products:

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Na	me	of	Offeror	or C	Contractor	٠.

Line Item N	umber	Country of Origin
	(List only qualifying countr	y end products.)
(3) The Offeror certifies	that the following end produc	cts are nonqualifying country end products:
	NONQUALIFYING COUNTRY END PR	ODUCTS
Line Item Number	Count	cry of Origin (If known)
	(End of Provision)	

KA7702

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(LA7001)

58	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	AUG/1999
	DFARS		
59	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DX rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LF6014)

60 52.216-1 TYPE OF CONTRACT APR/1984

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Name of Offeror or Contractor:

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of Provision)

(LF6008)

61 52.233-2 SERVICE OF PROTEST

OCT/1995

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer/AMSTA-LC-CAW-A. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)
- (b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.
 - (c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured.

(End of Provision)

(LF6254)

62 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS

APR/1984

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of Provision)

(LF7015)

63 52.215-4510 ELECTRONIC BIDS/OFFERS

AUG/1999

- 1. Bids/offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.
 - 2. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:

http://aaisbids.ria.army.mil and click on the icon for additional information.

- 3. Assuming that your bid/proposal/quote was transmitted successfully, you will receive the following message:
- "A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.

 <http://aais.ria.army.mil/aais/Padds_web/index.html>."

If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote to Area Code (309)782-2047.

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Name of Offeror or Contractor:

(End of Provision)

(LS7011)

64 52.215-4511 ELECTRONIC AWARD NOTICE

APR/1999

- a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.
- b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.
- c. Notice of award to unsuccessful offerors shall be issued only via the Commerce Business Daily, the Internet and electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the Commerce Business Daily and/or the internet to determine if an award has been made. In this event, the vendor's failure to check the Commerce Business Daily and/or the Internet to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

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Vendor's Electronic Mail Address:

(End of provision)

(LS7012)

65 52.246-4051 OFFEROR'S QUALITY ASSURANCE SYSTEM TACOM-RI

FEB/1998

- (a) This solicitation will result in a contract that will require the contractor to use a quality-assurance system to ensure the quality of the contract items.
- (b) To allow TACOM-RI to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation. Section E of this solicitation includes a clause that asks you to identify what quality-assurance system your will use if awarded a contract.
- (1) If you indicate in Section E of this solicitation that your quality system conforms to one of the ISO 9000-series standards, or to QS 9000, or to ANSI/ASQ Q9001, Q9002, OR Q9003, this is sufficient description: you need not further describe your quality system in your response to the solicitation.
- (2) If your quality system does not conform to any of the standards listed in (b)(1) immediately above, then in addition to identifying in Section E of this solicitation the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting contract. This is of particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed in-house.

(Note, however, that if the quality system you intend to use is one that conforms to MIL-Q-9858, MIL-I-45208, or another comparable military specification or standard, you do not need to send us a copy of the standard: just identify in Section E of your offer which which standard you intend to use.)

(3) If you provide a description of your quality system, make sure that your description covers how your system:

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- -achieves defect prevention, and
- -provides process control, and
- -ensures adequate quality controls throughout all areas of contract performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

- (c) If you already described your quality system as an attachment to another TACOM-RI solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.
- (d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for contract award.

(End of Provision)

(LS7443)

EVALUATION FACTORS FOR AWARD

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http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(MA7001)

66 252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION DEARS

MAR/1998

- (a) Does the offeror propose to furnish--
- (1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or
- (2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

Yes () No ()

- (b) If the answer in paragraph (a) is yes, answer the following questions:
 - (1) Are such foreign supplies now in the United States?

Yes () No ()

(2) Has the duty on such foreign supplies been paid?

Yes () No ()

- (3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? $\frac{1}{2}$
- (c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(End of provision)

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Name of Offeror or Contractor:

67 52.215-4507 EVALUATION OF OFFERS TACOM-RI

MAR/1988

An offeror must quote on all items in this solicitation to be eligible for award. All items will be awarded only as a unit. Evaluation of offers will be based, among other factors, upon the total price quoted for all items.

(End of Provision)

(MS7100)

52.245-4519

EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND

FEB/1996

TACOM-RI RESEARCH PROPERTY

- (a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.
- (b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

Offer is predicated on use of Government property in offeror's possession.
Offer is predicated on use of Government property in possession of offeror's proposed subcontractors or vendors
Identification of facilities contract or other agreement under which such property is held:
Type of Contract or Agreement:
Number and Date:

(c) Offeror is required to submit with his offer:

Cognizant Government Agency (including address):_

- (1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.
- (2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

Bidders are cautioned that if a bid is submitted in response to an invitation for bids and if that bid is predicated on the use of Government property, then the failure of the bidder to submit the information required in this paragraph (c) may result in the bid being determined nonresponsive.

- (d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.
- (e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.
- (f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror: _____ months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent-free use required through the month scheduled for final delivery.
 - (g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:

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 $\frac{\text{TxRxPxS}}{Q} = C$

- T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).
 - R: Rental rate.
 - P: Production period (months).
 - Q: Quantity of items to be procured.
 - S: Pro rata share, if applicable.
 - C: Evaluation factor to be added to unit price.
- (h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.
- (i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.
 - (j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.
- (1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.
- (2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:
 - (i) Refuse to authorize the subcontractors use of such property, or;
- (ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)

(MS7006)

EVALUATION FACTORS FOR AWARD:

AWARD WILL NOT BE BASED ON PRICE ALONE, BUT ON AN EVALUATION OF PRICE AND PAST PERFORMANCE. THE GOVERNMENT RESERVES THE RIGHT TO AWARD TO OTHER THAN THE LOWEST PRICE RESPONSIVE RESPONSIBLE OFFEROR.

THE GOVERNMENT WILL EVALUATE PAST PERFORMANCE BASED ON INFORMATION OBTAINED FROM VARIOUS SOURCES, SUCH AS CONTRACTING AGENCY EXPERIENCE WITH THE OFFEROR, PREVIOUS CONTRACT HISTORY AVAILABLE FROM DCMC, ETC. THE GOVERNMENT DOES NOT ASSUME THE DUTY TO SEARCH FOR DATA TO CURE ANY PROBLEMS IT IDENTIFIES IN THIS PORTION OF THE EVALUATION.

THE GOVERNMENT DOES NOT INTEND TO CONDUCT DISCUSSIONS WITH ANY OFFEROR WITH RESPECT TO THE PAST PERFORMANCE INFORMATION.

THE GOVERNMENT WILL EVALUATE PRICE BASED ON THE TOTAL EVALUATED PRICE TO THE GOVERNMENT. THE TOTAL EVALUATED PRICE WILL CONSIST OF THE TOTAL PRICE SUBMITTED FOR THE BASIC PRODUCTION QUANTITY OF 1,300 EACH AS SHOWN IN SECTION B.

A SINGLE AWARD WILL BE MADE TO THAT OFFEROR WHOSE QUOTE REPRESENTS THE BEST VALUE TO THE GOVERNMENT'S EVALUATION OF PRICE AND PAST PERFORMANCE AS EXPLAINED ABOVE.

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